

# STARLIGHT MUSIC SERIES VOTERS' CHOICE CONTEST

## About the Contest

The City of College Station is searching for rising stars in the music industry! Compete in our Starlight Music Series Voters' Choice contest for a chance to appear on stage during our last Starlight Music Series concert on July 2, 2016. Winning artists will be awarded up to one hour of stage time in front of our Starlight audience, as well as:

- An Artist Development Package from [Revive 45](#) valued at \$450.
- Promotion in all Starlight Music Series marketing and advertising materials.
- Musical talent "Star" billing in our artist lounge and audio system support on stage.
- An opportunity to sell swag (music, shirts, etc.) at a designated location near the stage throughout the performance.

## Official Rules for Contest Voting

At the sole determination of the City of College Station, the final selection of three winning artists will be determined by a combination of the following:

- All artist entries submitted to the City are due on or before April 29, 2016, at 11:59 p.m.
- Up to 12 finalists will be selected by a panel of community judges based on song originality, stage presence and creativity.
- Finalists will be included in the Voters' Choice public voting contest from May 10, 2016, through June 10, 2016. Total finalist votes are tabulated utilizing the [Woobox](#) application.
- **User votes for each finalist are limited to one vote session per IP address\* per day.** Users may vote for multiple artists during each voting session. Votes are placed by clicking or tapping the "Vote" button shown on each artist box in the contest page video gallery. Once a vote is placed by the user, it cannot be rescinded.
- As determined by the largest number of total user votes, the top three finalists will be selected to perform at the Starlight Music Series concert on July 2. The finalist with the highest overall votes will receive "Star" billing. The finalists with the second and third highest overall votes will receive "Special Guest" billing. See below for details on artist billing.
- In any event where the largest number of total user votes does not allow for a final determination, the City of College Station will decide on the winning artists.

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Users are providing information to City of College Station and not to Facebook. By participating in this contest, the user agrees to a complete release of Facebook from any claims.

*\* An Internet Protocol address is a 32-bit number that uniquely identifies a host (computer or other device, such as a printer or router) on a TCP/IP network. Users voting from devices in a workplace or school setting where all computers share the same IP, or from a shared household computer that multiple family members use, may be limited.*

## **Official Rules for Artist Participation**

This contest is only open to bands or singer-songwriters who are legal residents of the state of Texas and 16 years of age or older. Only one song (MP3 format) and video submission (YouTube link) of the song being performed will be accepted per artist. If your song or video contains any profane language or indecency as determined by the City, your submission will be automatically disqualified.

### *Restrictions:*

- Artist(s) must not be currently signed under a promotional authority or contract.
- Artist(s) must be based in Texas.
- Bands or choirs that serve as the official music group of a public or private school or faith-based organization are not eligible to enter.
- Artist(s) performances including uploaded content and other prepared music must be suitable for a family audience. Band names, lyrics, appearance, promotional material and performance activities must be free from obscenities and references to drugs, sex, or alcohol.
- Artist(s) must agree to sign the City of College Station performance agreement in order to perform on stage.
- Artist(s) must agree not to use or possess drugs, alcohol, or tobacco during the event.
- All selected bands will be put in contact with the sound and Production Company to ensure proper equipment is available. If selected to perform, artist(s) will be required to submit a sound and technical rider listing all additional equipment that will be needed.
- Event organizers reserve the right to make any necessary changes to contest rules and have the final word in any disputes that should arise.

### *Uploading Videos:*

You can create an original video or you can submit one that you already have. The video must first be uploaded onto YouTube. Once you have created and uploaded the video onto YouTube or designated which video you'd like to submit, simply copy the video's URL and paste the URL into the registration form field. The video must be no longer than 7 minutes in length and the song must be an original work.

## **Artist Participation Terms & Conditions**

As a participant in the Voters' Choice contest, you or your band (herein named 'You') shall agree to the following Terms and Conditions:

### **TIME AND LOCATION OF PERFORMANCE**

1. Your musical performance will take place at Wolf Pen Creek Amphitheater in College Station, Texas, on July 2 sometime between 7 p.m. and 11 p.m. You agree to arrive no later than 2 p.m. in order to prepare for the performance.

## PERFORMER IS AN INDEPENDENT PERFORMER

2. You are independently retained for the musical performance date and time as stated herein, and that You are not an employee or agent of the City;

## INDEMNIFICATION

- 3a. You indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by You under these terms. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, You, or any third party.
- 3b. You are fully responsible for the work to be performed hereunder and that you hereby release, relinquish, and discharge the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with your work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, You, or any third party.
- 3c. The City shall not be responsible or liable for any damage or loss to any of property owned by You including, but not limited to: equipment, gear, or instruments regardless of the negligence of any party.

## PERFORMANCE CANCELLATION AND DAMAGES

- 4a. You hereby agree and understand that the musical performance will be an outside performance. Inclement weather shall not be deemed to be a force majeure event. Provided You are present and ready to perform at the designated time and location as specified in this contract, the City shall remain liable for the full agreed contract terms even if the performance(s) are canceled for an inclement weather condition. Inclement weather requiring cancellation for the performance shall be at the sole discretion of the City.
- 4b. This agreement for musical services may be subject to causes beyond the control and without fault or negligence of the party affected. Those causes mean acts of God, or damage to the venue or facilities, not including inclement weather, which shall be controlled by item (6) of these terms. In the event that the musical performance should be cancelled or terminated for any of the above-cited circumstances, both parties shall be relieved of all responsibilities pursuant to this agreement, and this agreement shall be deemed rescinded. Should cancellation of the musical performance for any of the above reasons become necessary, the party shall document in writing the circumstances resulting in the rescission and provide this information to the non-defaulting party within forty-eight (48) hours of the initial notice of rescission.

## BILLING

- 5a. When headlining the performance, You are to receive "Star" billing in any and all advertising, marquees, lights, displays, programs, and any other form of publicity and promotion. You will provide the City with authorized photographs and other materials for billing.
- 5b. When performing as support or opening act, You are to receive "Special Guest" billing in any and all advertising, marquees, lights, displays, programs, and any other form of publicity and promotion. You will provide the City with authorized photographs and other materials for billing.

## OBLIGATIONS OF THE CITY

- 6a. Reproduction of Performance. City shall not have the right to broadcast, televise, record, or otherwise reproduce the performance or any part thereof, unless the City has written permission from You to reproduce the performance.
- 6b. Food and Drinks. City agrees to provide, at the City's sole cost and expense, one good hot meal for You and your band members. The meal will be served one hour prior to the performance time. Soft drinks and bottled water will be provided by City.
- 6c. Sound Amplification. The City will provide a high quality sound amplification system suitable for the facility, performer, and event at no expense to You. All sound system components will be of high quality and appropriate for the facility and You. You are to provide a stage plot to City three weeks prior to July 2.
- 6d. Venue Dressing Room Available. The City will provide access to a dressing room and bathroom for You to use while at Wolf Pen Creek Amphitheater.

## OBLIGATIONS OF THE PERFORMER

- 7a. Applicable Laws and Fees. You agree to conduct yourself in your performance in accordance with all the laws of the State and Ordinances of the City. You shall be solely responsible for compliance with any performance fees, rules, regulations, license fees, or responsibilities required by any organization of which You are a member or may be contractually bound, including fees of agents; and City shall have no liability, duty or obligation thereto. Payment of music performing rights and licenses to ASCAP and BMI for all music to be performed or used in conjunction with performances under the auspices of the City of College Station is the responsibility of the City.
- 7b. Merchandise. If You sell merchandise in conjunction with the musical performance, the City and You agree that You have complete and absolute control of all merchandise sold in conjunction with the musical performance and You agree to pay the current Vendor Fee for a permit to sell the merchandise and ten percent (10%) of gross sales receipts. No other arrangement will be acceptable.
- 7c. Covenant Not to Compete. You agree not to perform at any publicly advertised engagements within a ninety (90) mile radius sixty (60) days prior to and thirty (30) days following the performance contracted for herein.
- 7d. You are to provide a stage plot to City three weeks prior to July 2.

- 7e. You shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to the Immigration Reform and Control Act (IRCA). You may not knowingly obtain the labor or services of an unauthorized alien. You, not the City, must verify eligibility for employment as required by IRCA.

#### MISCELLANEOUS TERMS

- 8a. You and the City agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 8b. The Terms and Conditions supersede all prior negotiations, representations, or agreements, either written or oral.
- 8c. No waiver or deferral by either party of any part of the Terms and Conditions shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 8d. These Terms and Conditions and the rights and obligations contained herein may not be assigned by You without the prior written approval of City.
- 8e. The parties hereby state that they have read these Terms and Conditions and hereby agrees to the conditions contained herein.
- 8f. These terms and conditions will be effective when You complete the Voters' Choice registration form and check the box marked "I have read the Terms and Conditions."